

POLICY: SM1328

Coverage for Accidents The underwriting Company hereby agrees to indemnify the Insured subject to the Definitions, Provisions and Exclusions contained herein, up to the sum insured stated in the Schedule of Benefits for Accidents leading to Injury sustained while the Insured is engaged in Sports Diving.

Coverage for Civil Liability The underwriting **Company** will indemnify the **Insured** against all sums up to the limit for Liability shown in the Schedule of Benefits that the **Insured** shall become legally liable to pay to **Third Parties** in excess of the first € 375,- of each and every claim as a result of the **Insured** causing an **Accident** leading to an **Injury to Third Parties** or an **Accident** leading to damage to **Third Parties** property during the period of this insurance for the risks insured and subject to the **Definitions, Provisions** and **Exclusions** stated herein.

DEFINITIONS

1. **Insured** means the person named on the SCUBA-MEDIC Card and having paid the appropriate premium.
2. **Accident** means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place.
3. **Authoritative Diving Organisations** means recognised national and international controlling organizations like but not limited to ACUC, BS-AC, FEDES, NAUI, PADI, SSI and VDST or other organizations affiliated to **R.S.T.C.** or **C.M.A.S.** who provide guidelines and recommendations for safe diving practices.
4. **Injury** means bodily injury which: (a) is caused by an **Accident**, and (b) solely and independently of any other cause, except illness directly resulting from, or medical or surgical treatment rendered necessary by such injury, causing the death or disablement of the **Insured** within twelve months of the date of the **Accident**.
5. **Claims Administrator** means the designated claims administrator (Dive Master Insurance Consultants Ltd.).
6. **Company** shall mean certain Underwriters at Lloyd's.
7. **Medical Expenses** means expenses necessarily incurred by the **Insured** for physician services, physician ordered services, and emergency medical transportation.
8. **Sports Diving** means recreational free diving (Apnea), snorkeling and/or diving from the moment you put on to start using standard manufacturers diving equipment made for the purpose for free diving, snorkeling,

SCUBA or surface supply diving and until the **Insured** removes the said equipment.

9. **Permanent Total Disability** means disability which entirely prevents the **Insured** from attending to any business or occupation of any and every kind to which the **Insured** is suited by way of training or education and lasts 365 days and at the expiration of that period is beyond hope of improvement.
10. **Search and Rescue** means activities authorized and instigated by or on behalf of the local Coast Guard, Police or other National or International emergency service responsible for safety at sea to rescue or save the **Insured**.
11. **Reasonable Transportation Costs and Accommodation Expenses** means: the costs to return the **Insured** to their Ordinary Place of Residence. This cover extends to the Insured's immediate family (partner and children) if the Insured was accompanied by them at the time of the accident/injury and if these costs are not covered by a more specific policy. Additionally covered are:
 - i. the costs to repatriate the Insured's mortal remains.
 - ii. Post Treatment Costs of Hotel or Reasonable Accommodation when these are incurred due to medical advice not to travel or fly subsequent to a diving accident/injury if these costs are not covered by a more specific policy.
 - iii. Costs associated with travelling to and from a hospital or clinic more than 30 miles from your hotel or place of residence to obtain medical opinion or ongoing treatment after an **Accident** or **Injury** incurred under this policy.
12. **Third Parties** means anyone other than the **Insured** and the **Insured's** employees or bloodrelatives up to the second degree.

PROVISIONS

Failure to comply with these provisions may invalidate your claim.

Provided always that:

1. The **Sports Diving** is carried out in accordance with the guidelines and recommendations for safe diving practices as established by the **Authoritative Diving Organisations** and the **Insured** is medically fit to dive at the time of commencement of the dive.
2. No costs that are recoverable under this policy shall be incurred without a receipt and the consent of the **Claims Administrator** . This provision is waived when emergency care needs to be administered.
3. The total sum payable in respect of any one **Accident** or claim shall not exceed the limits stated in the Schedule of Benefits.
4. Payments shall only be made under the sections of the Schedule of Benefits if:

- a. Under section 6.I death occurs within 365 days of the date of the **Accident** and the claim being notified to the **Claims Administrator**.
 - b. Under section 6.II the **Insured** suffers **Permanent Total Disability** within 365 days of the date of the **Accident** and the claim being notified to the **Claims Administrator**.
5. The **Insured** is under the age of 70 at the time insurance commenced, unless specifically accepted by the **Claims Administrator** following medical examination to confirm fitness to dive.
 6. The **Insured** does not admit to or reply to any civil liability claim they are aware will be made against them but agrees to immediately send any notification of claim or intent to claim against them, be it verbally or by letter/fax or service of Law Suit, or by any form of electronic correspondence, to the **Claims Administrator**.

SCHEDULE OF BENEFITS

The underwriting **Company** will pay up to the limits set against each section. However, the maximum total recoverable amount under sections 1. to 5. in the aggregate shall not exceed €30,000 in total.

1.	Medical Expenses	€ 30.000	
2.	Hyperbaric Treatment Costs	€ 30.000	
3.	Emergency Repatriation (at the option of the Company)	€ 30.000	
4.	Reasonable Transportation Costs & Accommodation Expenses	€ 5.000	
5.	Search and Rescue Costs	€ 30.000	
6.	Personal Accident Coverage: If during the coverage period the Insured sustains Injury /death due to a Sports Diving Accident , the following benefits will apply:	Death	€ 6.000
		Permanent Total Disability	€ 6.000
7.	Civil Liability awards against the Insured	€ 150.000	(including legal costs)

TERRITORIAL LIMITS

Worldwide

EXCLUSIONS

This insurance does not provide coverage for any Accident resulting directly or indirectly from:

1. War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
2. Radioactive contamination of any nature.
3. Persons aged 70 years or over who have not been specifically accepted under this insurance following medical examination to confirm fitness to dive.
4. Willfully self-inflicted injury or illness, effects of alcohol or drugs (other than prescribed by a physician in full recognition of the **Insured's Sports Diving** Activities) and/or any self exposure to unnecessary risk (unless in an attempt to save human life).
5. Any pre-existing health condition which the insured was aware they were undergoing treatment for, aware they were suffering from, recovering from or awaiting treatment for.
6. Myocardial infarctions (Heart attacks), brain hemorrhage, strokes and arterial occlusions of any kind.
7. Any mental or psychological disorder of any nature.
8. Any fraudulent, dishonest or criminal act the **Insured** or person(s) with whom the **Insured** is in collusion.
9. Any **Injury/Accident** not reported to the **Claims Administrator** or **Assistance Company** within 10 days of the occurrence which may give rise to a claim under this insurance.
10. Any and all **Injury** sustained while using a speargun or similar device when used in conjunction with an aqualung.
11. **Sports Diving** deeper than 50 metres on Air and 75 metres on suitable Mixed Gas (unless in an attempt to save human life).
12. Any Civil law suit brought against the **Insured** in the USA and Canada, their territories and possessions.
13. Any and all claims notified or made after 10 days from the end of the insured period.
14. Claims for unauthorised **Search and Rescue** costs.
15. Any Civil Liability claim as a result of engaging in professional teaching or supervision of **Sports Diving**, any death, injury of your employees, any damage to property owned by or in the care custody or control of your employees and any loss of or damage to property which belongs to your family, belongs to you household or was in their care custody or control at the time they were lost or damaged.
16. Any accident that lead into a broken or damage in the bones, ligaments, tendons and muscles would only be covered if the accident occurred

while performing an activity insured with a licensed centre or school. Also the accident must happen in a unexpected and fortuitous way.

17. Back injuries of any kind would not be covered by this insurance unless it is broken vertebrae due to an unexpected and fortuitous accident while performing an activity insured with a licensed centre or school

Please Note:

The **Company** and the **Claims Administrator** are not responsible for the availability, quantity or quality of medical treatment or the results of any medical treatment provided, or for the failure of the **Insured** to seek medical treatment or medical services. It is recommended that if the Insured is traveling outside of Spain there may be a need to increase the limits of coverage and level of assistance given under this policy. For details of how to increase these benefits contact Consultores SEGURSUB, S.L. Av. Jaime I, 107 local 11 07180 Santa Ponsa – Mallorca or to the e-mail address comercial@segursub.com.

SUBROGATION

The underwriting **Company** has the right to recover against any other valid Insurance Policy or Source which could be called into contribution. The **Insured** agrees to give all and every possible cooperation in providing information, documentation, statements and correspondence to allow the **Company** to recover from any other valid Insurance Policy or Source the Insured may have or be covered by at the time of the **Accident**.

JURISDICTION

This contract of insurance is subject to Spanish Law and disputes arising will be dealt with by Spanish Courts.

WHAT TO DO IN THE EVENT OF A SPORTS DIVING ACCIDENT

In the event of a Medical Emergency as a result of an Accident go to or call immediately the nearest physician or hospital without delay, then request and complete a claim form. This policy is a policy of indemnity and you must therefore notify us of your claim and we must agree it before any medical costs and/or transport costs can be paid or guaranteed by us.

In the event of Civil Liability claim or circumstances you believe may lead to a claim, contact us immediately. Do not admit any liability or answer claims correspondence either by phone, mail, e-mail or service of law suit. Send all correspondence unanswered to our Lawyers office at: Roqueta Torras, Paseo Pere III, 14-16, 2º, 08240 Manresa – Barcelona, Spain. Tel: (+34) 938 725791, Fax (+34) 938726596 or at mtorras@roqueta-torras.com

NOTICE TO PHYSICIANS AND HOSPITALS

Production of this policy may not guarantee any costs associated with your treatment of the Insured. For detail of coverage and to obtain our agreement for authorisation of your treatment costs please contact us either by e mail at scubamedic@dive-master.net or by telephone on: (+34) 935831514 . Alternatively there is an online request form you can submit to us for medical costs in treating the Insured for a covered Accident at www.scubamedic.com.

HOW TO MAKE A CLAIM

You can submit an online Claim Form at www.scubamedic.com or you can request a claim form is sent to you by e mailing your request to scubamedic@dive-master.net or you can leave a voice mail requesting a claim form is sent to you at Tel. (+34) 935831514 . Please note that completed claims forms with treatment receipts should be sent to Consultores SEGURSUB,S.L. Rambla Mossen Jcint Verdaguer, 41-51 Edificio "La Reserva" 08197 Valldoreix - Barcelona, Spain. Fax (+34) 93 5831184 or to comercial@segursub.com

COMPLAINTS

Any complaint you may have regarding your policy may be addressed to Roqueta Torras, Passeig Pere III ,14-16,2n 08240 Manresa-Barcelona, Spain, who will try to resolve your complaint.

This INSURANCE is underwritten by certain Underwriters at LLOYD'S